

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

GEORGIA PACIFIC CONSUMER PRODUCTS,
FORT JAMES CORPORATION, and GEORGIA-
PACIFIC LLC,

Plaintiffs,

v.

NCR CORPORATION, INTERNATIONAL
PAPER COMPANY, and WEYERHAEUSER

Defendants.

INTERNATIONAL PAPER COMPANY,

Counterclaimant,

v.

GEORGIA PACIFIC CONSUMER PRODUCTS
LP, FORT JAMES CORPORATION, and
GEORGIA-PACIFIC LLC,

Counterdefendants,

INTERNATIONAL PAPER COMPANY,

Crossclaimant,

v.

NCR CORPORATION and
WEYERHAEUSER COMPANY,

Crossdefendants.

Civil Action No. 1:11-cv-00483-RJJ

Assigned to: Hon. Robert J. Jonker

**PLAINTIFFS GEORGIA PACIFIC
CONSUMER PRODUCTS, FORT
JAMES CORPORATION, and
GEORGIA-PACIFIC LLC'S
RESPONSE TO THE
COUNTERCLAIM OF DEFENDANT
WEYERHAEUSER COMPANY**

**ANSWER TO COUNTERCLAIM
OF WEYERHAEUSER COMPANY**

Weyerhaeuser Company Counterclaim and Cross-Claim: In the event that Weyerhaeuser is held liable for more than its fair share of response costs, Weyerhaeuser is entitled to contribution or other recovery under CERCLA against other parties adjudged liable in this action.

Answer: Plaintiffs Georgia-Pacific Consumer Products LP, Fort James Corporation, and Georgia-Pacific LLC (collectively “Georgia-Pacific”), by and through their undersigned counsel, deny that Defendant Weyerhaeuser Company (“Weyerhaeuser”) is entitled to any relief against Georgia-Pacific on its counterclaim.

SEPARATELY STATED DEFENSES

First Defense

Weyerhaeuser fails to state a claim upon which relief can be granted.

Second Defense

Weyerhaeuser’s claims are barred or limited insofar as (1) Georgia-Pacific exercised due care with respect to the hazardous substances concerned, taking into consideration the characteristics of such hazardous substances, in light of all relevant facts and circumstances; (2) the conditions, injuries, costs, damages, expenses and other relief for which Weyerhaeuser seeks to hold Georgia-Pacific liable were caused solely by the acts or omissions of the Defendants, their employees, agents or contractors, or third parties other than (a) employees or agents of Georgia-Pacific or (b) persons whose acts or omissions occurred in connection with a contractual relationship, existing directly or indirectly, with Georgia-Pacific; and (3) Georgia-Pacific took precautions against foreseeable acts and omissions of any such third party and the consequences that foreseeably could result from such acts or omissions.

Third Defense

Georgia-Pacific maintains that its own claims are not barred or limited by an applicable statute of limitations but lacks knowledge or information about the basis for the claims asserted by Weyerhaeuser, and therefore asserts that Weyerhaeuser's claims may be barred in whole or in part by the applicable statutes of limitations.

Fourth Defense

Georgia-Pacific maintains that its own claims are not barred or limited by the doctrine of laches but lacks knowledge or information about the basis for the claims asserted by Weyerhaeuser, and therefore asserts that Weyerhaeuser's claims, to the extent they are equitable in nature, may be barred in whole or in part by the equitable doctrine of laches.

Fifth Defense

Weyerhaeuser's claims, to the extent that they are equitable in nature, are barred or limited by the doctrine of unclean hands.

Sixth Defense

Weyerhaeuser's claims, to the extent that they are equitable in nature, are barred or limited by the doctrine of estoppel.

Seventh Defense

Weyerhaeuser's claims, to the extent that they are equitable in nature, are barred or limited by the doctrine of waiver.

Eighth Defense

Georgia-Pacific is not liable for any acts or omissions undertaken by or at the direction or sufferance of governmental authority, including but not limited to activities conducted at the Site in accordance with any valid order entered into or issued by such authority.

Ninth Defense

Weyerhaeuser cannot recover from Georgia-Pacific more than Georgia-Pacific's fair, equitable, and proportionate share of the costs, damages, expenses, and other relief that Weyerhaeuser seeks.

Tenth Defense

Georgia-Pacific is entitled to an offset against any damages, costs, fees, and/or expenses and/or liability for the greater of: (1) any amount actually paid by any person heretofore or hereafter for any of the damages, costs, fees, and/or expenses sought in this action; or (2) the equitable share of the liability of any person or entity that heretofore has received or hereafter receives a release from liability or covenant not to sue with respect to any of the damages, costs, fees, and/or expenses sought in this action.

Eleventh Defense

Georgia-Pacific reserves the right to assert any and all additional defenses that may become known or available during the course of litigation.

Dated: September 26, 2011

Respectfully submitted,

GEORGIA-PACIFIC CONSUMER
PRODUCTS, LP., FORT JAMES
CORPORATION, and
GEORGIA-PACIFIC LLC

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